

Site Terms & Conditions

The Wharf has a zero tolerance policy towards underage tobacco purchases. By using the services The Wharf, you confirm that you are over 18 years old in all 50 states except AK, AL, NJ and UT where you must be 19 years or older. The Wharf will not be held responsible for those individuals acting in an illegal manner to purchase our products unlawfully. We do not ship manufactured cigarettes, including but not limited to domestic and imported, outside the state of Ohio in accordance with the Federal Jenkins Act. All prices listed on the website do not include Ohio taxes and are different prices than in store. If you are an out of state customer you are responsible for paying applicable state taxes.

Welcome to The Wharf terms and conditions, which apply to your use of the The Wharf Website. By accessing this Website, you agree to be bound by them.

DEFINITIONS

"Conditions" means these terms and conditions: "Personal Information" means any personal details provided by you via the Website; "User(s)" means (a) user(s) of the Website either collectively or individually, as the context requires; "We/us/our" means Your Business, "Website" means the website located at <http://www.thewharf.com> or any subsequent URL which may replace it; and "You/your" means you as a user of the Website.

1 ACCESS

We will provide you with access to the Website in accordance with these Conditions.

2 YOUR OBLIGATIONS

2.1 You:

- 2.1.1 agree not to use the Website (or any part of) for any illegal purpose and agree to use it in accordance with all relevant laws;
- 2.1.2 agree not to upload or transmit through the Website any computer viruses, macro viruses, trojan horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer;
- 2.1.3 will not upload or transmit through the Website any material which is defamatory, offensive, or of an obscene or menacing character, or that may cause annoyance, inconvenience or needless anxiety;
- 2.1.4 will not use the Website in a way that may cause the Website to be interrupted, damaged, rendered less efficient or such that the effectiveness or functionality of the Website is in any way impaired;
- 2.1.5 will not use the Website in any manner which violates or infringes the rights of any person, firm or company (including, but not limited to, rights of intellectual property, rights of confidentiality or rights of privacy);
- 2.1.6 agree that in the event that you have any right, claim or action against any Users arising out of that User's use of the Website, then you will pursue such right, claim or action independently of and without recourse to us.

3 INDEMNITY

3.1 You agree to be fully responsible for (and fully indemnify us against) all claims, liability, damages, losses, costs and expenses, including legal fees, suffered by us and arising out of any breach of the Conditions by you or any other liabilities arising out of your use of the Website, or the use by any other person accessing the Website using your PC or internet access account.

4 OUR RIGHTS

4.1 We reserve the right to:

- 4.1.1 modify or withdraw, temporarily or permanently, the Website (or any part of) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website; and/or
- 4.1.2 change these Conditions from time to time, and your continued use of the Website (or any part of) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Conditions have been changed. If you do not agree to any change to the Conditions then you must immediately stop using the Website.

4.2 We will use our reasonable endeavours to maintain the Website. The Website is subject to change from time to time. You will not be eligible for any compensation because you cannot use any part of the Website or because of a failure, suspension or withdrawal of all or part of the Website due to circumstances beyond our control.

5 THIRD PARTY LINKS

In an attempt to provide increased value to our Users, we may provide links to other websites or resources. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content (including misrepresentative or defamatory content) of such websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external sites or resources.

6 MONITORING

We have the right, but not the obligation, to monitor any activity and content associated with the Website. We may investigate any reported violation of these Conditions or complaints and take any action that we deem appropriate (which may include, but is not limited to, issuing warnings, suspending, terminating or attaching conditions to your access and/or removing any materials from the Website).

7 YOUR DATA

7.1 We respect your personal information and undertake to comply with applicable data protection from time to time in place.

7.2 You should be aware that:

7.2.1 if we are requested by the police or any regulatory or government authority investigating suspected illegal activities, or upon receipt of a court order, to provide your Personal Information and/or information concerning your activities whilst using the Website we shall do so; and

7.3 We reserve the right in our reasonable discretion to disclose details of your use of the Website in relation to any, or any threatened, Court Proceedings in connection with your use, or the use of anyone under your control, of the Website whether in connection with the matters set out in these Conditions or otherwise.

7.4 Please view our Privacy Policy, which forms part of these Conditions.

8 INTELLECTUAL PROPERTY AND RIGHT TO USE

8.1 You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all material or content supplied as part of the Website shall remain at all times vested in us or our licensors. You are permitted to use this material only as expressly authorised by us.

8.2 The Website is Copyright, The Wharf, 2005-2010. All rights reserved.

9. NOTICES

9.1 You may send us notices under or in connection with these Conditions:

9.1.1 by post to The Wharf, 3464 New Germany-Trebiën Rd STE#A, Beavercreek, Ohio 45431;

9.1.2 by email to thewharf@thewharf.com

9.2 As proof of sending does not guarantee our receipt of your notice, you must ensure that you have received an acknowledgement from us, which will be sent within 3 working days of our receipt and should be retained by you.

10. LIMITATION OF LIABILITY

10.1 WHILE WE WILL USE REASONABLE ENDEAVOURS TO VERIFY THE ACCURACY OF ANY INFORMATION WE PLACE ON THE WEBSITE, WE MAKE NO WARRANTIES, WHETHER EXPRESS OR IMPLIED IN RELATION TO ITS ACCURACY.

10.2 The Website is provided on an "as is" and "as available" basis without any representation or endorsement. Unless specified in separate terms and conditions related to a particular product or service, we make no warranties of any kind, whether express or implied, in relation to the Website, or products or services offered on the Website whether by us or on our behalf (including free software downloads) including but not limited to, implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security, accuracy, condition or completeness, or any implied warranty arising from course of dealing or usage or trade.

10.3 Unless specified in separate terms and conditions related to a particular product or service, we make no warranty that the Website or products or services offered on the Website whether by us or on our behalf (including free software downloads) will meet your requirements or will be uninterrupted, timely, secure or error-free, that defects will be corrected, or that the Website or the server that makes it available or products or services offered on the Website whether by us or on our behalf (including free software downloads) are free of viruses or bugs or are fully functional, accurate, or reliable. We will not be responsible or liable to you for any loss of content or material as a result of uploading to or downloading from the Website.

10.4 Notwithstanding any other provision in the Conditions, nothing shall limit your rights as a consumer under United States law.

10.5 You acknowledge that we cannot guarantee and therefore shall not be in any way responsible for the security or privacy of the Website and any information provided to or taken from the Website by you.

10.6 We will not be liable in contract, tort or otherwise if you incur loss or damage connecting to the Website through a third party's hyper-text link.

10.7 We will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent misrepresentations) or otherwise out of or in connection with the Website or products or services offered on the Website whether by us or on our behalf (including free software downloads) for:

10.7.1 any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings); or

10.7.2 any loss of goodwill or reputation; or

10.7.3 any special or indirect or consequential losses; in any case whether or not such losses were within the contemplation of either of us at the date on which the event giving rise to the loss occurred.

10.8 Nothing in the Conditions shall exclude or limit our liability for death or personal injury resulting from our negligence or that of our servants, agents or employees.

11 SEVERANCE

If any part of the Conditions shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from these Conditions and shall not effect the validity and enforceability of any of the remaining provisions of the Conditions.

12 WAIVER

Nothing shall be construed as a waiver by us of any preceding or succeeding breach of any provision.

13 SURVIVAL

Each provision of these Conditions shall be construed as separately applying and surviving even if for any reason one or other of those provisions is held to be inapplicable or unenforceable in any circumstances.

14 ENTIRE AGREEMENT

These Conditions (as amended from time to time) contain the entire agreement between you and us relating to the subject matter covered and supersede any previous agreements, arrangements, undertakings or proposals, written or oral, between you and us in relation to such matters. No oral explanation or oral information given by either of us shall alter the interpretation of these Conditions. You confirm that, in agreeing to accept these Conditions, you have not relied on any representation save insofar as the same has expressly been made a representation in these Conditions and you agree that you shall have no remedy in respect of any misrepresentation which has not become a term of these Conditions save that your agreement contained in this Clause shall not apply in respect of any fraudulent misrepresentation whether or not such has become a term of these Conditions.

15 LAW

The Conditions will be exclusively governed by and construed in accordance with the laws of United States whose Courts will have exclusive jurisdiction in any dispute, save that we have the right, at our sole discretion, to commence and pursue proceedings in alternative jurisdictions.